



## HYSBYSIAD YNGHYLCH GWELLIANNAU NOTICE OF AMENDMENTS

Cyflwynwyd ar 8 Gorffennaf 2015  
Tabled on 8 July 2015

Bil Rhentu Cartrefi (Cymru)  
Renting Homes (Wales) Bill

### Lesley Griffiths

1

Section 12, page 6, line 27, leave out 'contract becomes a secure contract' and insert –  
'existing contract –

- (a) ends when the community landlord becomes the landlord, and
- (b) is replaced with a secure contract that has an occupation date falling immediately after the existing contract ends.'

Adran 12, tudalen 6, llinell 28, hepgorer 'yn dod yn gontract diogel' a mewnosoder –  
'sydd eisoes yn bodoli –

- (a) yn dod i ben pan fydd y landlord cymunedol yn dod yn landlord, a
- (b) yn cael ei ddisodli gan gontract diogel sydd â dyddiad meddiannu sy'n dod yn union ar ôl i'r contract sydd eisoes yn bodoli ddod i ben'.

### Lesley Griffiths

2

Section 16, page 8, leave out line 21 and insert –

'( ) if it subsists immediately before the end of that period –

- (i) ends at the end of that period, and
- (ii) is replaced with a secure contract that has an occupation date falling immediately after that period ends.'

Adran 16, tudalen 8, hepgorer llinell 21 a mewnosoder –

‘( ) os yw’n bodoli yn union cyn diwedd y cyfnod hwnnw –

- (i) yn dod i ben ar ddiwedd y cyfnod hwnnw, a
- (ii) yn cael ei ddisodli gan gontract diogel sydd â dyddiad meddiannu sy’n dod yn union ar ôl i’r cyfnod hwnnw ddod i ben.’.

**Lesley Griffiths** 3

Section 38, page 18, line 5, leave out ‘to be treated as’.

Adran 38, tudalen 18, llinell 5, hepgorer ‘i’w thrin fel pe bai’.

**Lesley Griffiths** 4

Section 39, page 18, line 28, after ‘landlord’, insert ‘(or in the case of joint landlords, any one of them)’.

Adran 39, tudalen 18, llinell 28, ar ôl ‘landlord’, mewnosoder ‘(neu yn achos cyd-landlordiaid, unrhyw un ohonynt)’.

**Lesley Griffiths** 5

Section 61, page 25, line 30, leave out ‘to be treated as’.

Adran 61, tudalen 25, llinell 31, hepgorer ‘i’w drin fel pe na bai’.

**Lesley Griffiths** 6

Section 61, page 26, line 2, leave out ‘made with the landlord’.

Adran 61, tudalen 26, llinell 2, hepgorer ‘a wneir â’r landlord’.

**Lesley Griffiths** 7

Section 61, page 26, line 9, leave out ‘sub-occupation contract is to be treated as a periodic standard contract with the characteristics mentioned in that subsection in any question arising between the sub-holder and any person other than the contract-holder’ and insert ‘head landlord must notify the contract-holder and the sub-holder of that choice’.

Adran 61, tudalen 26, llinell 8, hepgorer ‘mae’r contract isfeddiannaeth i’w drin fel contract safonol cyfnodol sydd â’r nodweddion a grybwyllir yn yr is-adran honno o ran unrhyw gwestiwn sy’n codi rhwng yr isddeiliad ac unrhyw berson heblaw deiliad y contract’ a mewnosoder ‘rhaid i’r prif landlord hysbysu deiliad y contract a’r isddeiliad am y dewis hwnnw’.

**Lesley Griffiths** 8

Section 61, page 26, after line 11, insert –

- ‘(5) The head landlord may only give notice under subsection (4) after the sub-occupation contract is made and before the end of the period of two months starting with the day on

which the head contract ends.

- (6) If the head landlord gives notice in accordance with subsections (4) and (*first subsection inserted by this amendment*), the contract is to be treated as a periodic standard contract with the characteristics mentioned in subsection (3) in any question arising between the sub-holder and any person other than the contract-holder.’.

Adran 61, tudalen 26, ar ôl llinell 10, mewnosoder –

- ‘(5) Dim ond ar ôl i’r contract isfeddiannaeth gael ei wneud a chyn diwedd y cyfnod o ddau fis sy’n dechrau â’r diwrnod y mae’r prif gontract yn dod i ben y caiff y prif landlord roi hysbysiad o dan is-adran (4).
- (6) Os yw’r prif landlord yn rhoi hysbysiad yn unol ag is-adrannau (4) a (*yr is-adran gyntaf a fewnosodir gan y gwelliant hwn*), mae’r contract i’w drin fel contract safonol cyfnodol sydd â’r nodweddion a grybwyllir yn is-adran (3) o ran unrhyw gwestiwn sy’n codi rhwng yr isddeiliad ac unrhyw berson heblaw deiliad y contract.’.

### Lesley Griffiths

9

Section 62, page 26, line 23, after ‘31(3)’, insert ‘(and subsection (*second subsection inserted by amendment 10*)) of this section does not apply)’.

Adran 62, tudalen 26, llinell 23, ar ôl ‘31(3),’, mewnosoder ‘(ac nad yw is-adran (*yr ail is-adran a fewnosodir gan welliant 10*)) o’r adran hon yn gymwys),’.

### Lesley Griffiths

10

Section 62, page 26, after line 25, insert –

- ‘(4) Subsection [*second subsection inserted by this amendment*] applies where –
- (a) a head landlord has given notice in accordance with section 61(4) and (*first subsection inserted by amendment 8*) in relation to a contract, and
  - (b) the contract continues because of subsection (2)(a) of this section.
- (5) Where this subsection applies, for the purposes of sections 31(1) and 35(6)(a) (written statement of contract) the occupation date of the contract is to be treated –
- (a) if the notice mentioned in section 61(4) is given to the sub-holder before the end of the head contract, as the day on which the head contract ends;
  - (b) if the notice is given to the sub-holder on or after the day on which the head contract ends, as the day on which the notice is given.’.

Adran 62, tudalen 26, ar ôl llinell 25, mewnosoder –

- ‘(4) Mae is-adran [*yr ail is-adran a fewnosodir gan y gwelliant hwn*] yn gymwys pan fo –
- (a) prif landlord wedi rhoi hysbysiad yn unol ag adran 61(4) a (*yr is-adran gyntaf a fewnosodir gan welliant 8*), mewn perthynas â chontract, a
  - (b) y contract yn parhau oherwydd is-adran (2)(a) o’r adran hon.
- (5) Pan fo’r is-adran hon yn gymwys, at ddibenion adrannau 31(1) a 35(6)(a) (datganiad ysgrifenedig o’r contract) mae dyddiad meddiannu’r contract i’w drin –
- (a) os rhoddir yr hysbysiad a grybwyllir yn adran 61(4) i’r isddeiliad cyn diwedd y

prif gontract, fel y diwrnod y mae'r prif gontract yn dod i ben;

- (b) os rhoddir yr hysbysiad i'r isddeiliad ar y diwrnod y mae'r prif gontract yn dod i ben neu ar ôl hynny, fel y diwrnod y rhoddir yr hysbysiad.'

**Lesley Griffiths** 11

Section 66, page 28, line 21, leave out 'that'.

Adran 66, tudalen 28, llinell 22, hepgorer 'bod'.

**Lesley Griffiths** 12

Section 66, page 28, line 22, leave out 'the head contract is to be treated as having ended' and insert 'ending the head contract'.

Adran 66, tudalen 28, llinell 23, hepgorer 'y prif gontract i'w drin fel pe bai wedi dod' a mewnosoder 'sy'n dod â'r prif gontract'.

**Lesley Griffiths** 13

Section 66, page 28, at the beginning of line 23, insert 'that'.

Adran 66, tudalen 28, ar ddechrau llinell 24, mewnosoder 'bod'.

**Lesley Griffiths** 14

Section 66, page 28, line 32, leave out 'from which the head contract is to be treated as having ended' and insert 'on which the head contract ends'.

Adran 66, tudalen 28, llinell 32, hepgorer 'mae'r prif gontract i'w drin fel pe bai wedi dod' a mewnosoder 'daw'r prif gontract'.

**Lesley Griffiths** 15

Section 71, page 30, line 32, after 'landlord', insert '(or in the case of joint landlords, any one of them)'.

Adran 71, tudalen 30, llinell 35, ar ôl 'landlord', mewnosoder '(neu yn achos cyd-landlordiaid, unrhyw un ohonynt)'; llinell 37, ar ôl 'landlord', mewnosoder '(neu yn achos cyd-landlordiaid, unrhyw un ohonynt)'.

**Lesley Griffiths** 16

Section 77, page 33, line 29, leave out 'is not to be treated as providing' and insert 'does not provide'.

Adran 77, tudalen 33, llinell 28, hepgorer 'i'w drin fel pe bai'n' a mewnosoder 'yn'.

**Lesley Griffiths** 17

Section 77, page 33, line 30, leave out 'provided with' and insert 'given'.

Adran 77, tudalen 33, llinell 29, hepgorer 'darparu' a mewnosoder 'rhoi'.

**Lesley Griffiths** **18**

Section 82, page 36, line 28, after 'landlord', insert '(or in the case of joint landlords, any one of them)'.

Adran 82, tudalen 36, llinell 28, ar ôl 'landlord', mewnosoder '(neu yn achos cyd-landlordiaid, i unrhyw un ohonynt)'.

**Lesley Griffiths** **19**

Section 84, page 38, line 10, leave out 'two months' and insert 'one month'.

Adran 84, tudalen 38, llinell 11, hepgorer 'ddau'.

**Lesley Griffiths** **20**

Section 84, page 38, line 20, leave out 'two months' and insert 'one month'.

Adran 84, tudalen 38, llinell 23, hepgorer 'ddau'.

**Lesley Griffiths** **21**

Section 94, page 42, after line 22, insert –

(b) which may arise because of a failure to comply with an obligation under section 92.

(3) The Welsh Ministers may by regulations –

(a) impose requirements on landlords for the purpose of preventing any matters or circumstances which may cause a dwelling to be unfit for human habitation from arising;

(b) prescribe that if requirements imposed under paragraph (a) are not complied with in respect of a dwelling, the dwelling is to be treated as if it were unfit for human habitation.'

Adran 94, tudalen 42, ar ôl llinell 21, mewnosoder –

(b) a allai godi oherwydd methiant i gydymffurfio â rhwymedigaeth o dan adran 92.

(3) Caiff Gweinidogion Cymru wneud y canlynol drwy reoliadau –

(a) gosod gofynion ar landlordiaid at ddiben atal unrhyw faterion neu amgylchiadau rhag codi a allai olygu nad yw annedd yn ffit i bobl fyw ynddi;

(b) rhagnodi, os na chydymffurfir â gofynion a osodir o dan baragraff (a) mewn cysylltiad ag annedd, bod yr annedd i'w thrin fel pe na bai'n ffit i bobl fyw ynddi.'

**Lesley Griffiths** **22**

Section 97, page 43, line 24, after 'landlord', insert '(or in the case of joint landlords, any one of them)'.

Adran 97, tudalen 43, llinell 24, ar ôl 'landlord', mewnosoder '(neu yn achos cyd-landlordiaid, unrhyw un ohonynt)'.

**Lesley Griffiths** **23**

Section 97, page 43, line 31, after 'landlord', insert '(or where two or more persons jointly constitute the old landlord, any one of them)'.

Adran 97, tudalen 43, llinell 31, ar ôl 'landlord', mewnosoder '(neu os dau neu ragor o bersonau ar y cyd yw'r hen landlord, unrhyw un ohonynt)'.

**Lesley Griffiths** **24**

Section 99, page 44, line 22, after 'right', insert 'by bringing proceedings in respect of the injury, loss or damage'.

Adran 99, tudalen 44, llinell 23, ar ôl 'hun', mewnosoder 'drwy ddod ag achos mewn cysylltiad â'r anaf, y golled neu'r difrod'.

**Lesley Griffiths** **25**

Section 117, page 51, line 31, leave out –

' –

- (a) is a periodic standard contract because of an order under section 116, and
- (b) subsists at the end of the probation period,

becomes a secure contract immediately after the end of that period'

and insert –

'arose because of an order under section 116 and which subsists at the end of the probation period –

- ( ) ends at the end of the probation period, and
- ( ) is replaced with a secure contract that has an occupation date falling immediately after that period ends'.

Adran 117, tudalen 51, llinell 31, hepgorer 'sydd yn –

- (a) contract safonol cyfnodol oherwydd gorchymyn o dan adran 116, a
- (b) bodoli ar ddiwedd y cyfnod prawf,

yn dod yn gontract diogel yn union ar ôl diwedd y cyfnod hwnnw'

a mewnosoder 'a ddaeth i fodolaeth yn sgil gorchymyn o dan adran 116 ac sy'n bodoli ar ddiwedd y cyfnod prawf –

- ( ) yn dod i ben ar ddiwedd y cyfnod prawf, a
- ( ) yn cael ei ddisodli gan gontract diogel sydd â dyddiad meddiannu sy'n dod yn union ar ôl i'r cyfnod hwnnw ddod i ben'.

**Lesley Griffiths** **26**

Section 126, page 54, after line 28, insert—

‘( ) But the landlord may not give notice under subsection (1) at any time when the landlord is prevented from giving the contract-holder notice under section 172 (landlord’s notice to end contract) by section 174 (breach of information requirements) or section 175 (breach of security or deposit requirements).’.

Adran 126, tudalen 54, ar ôl llinell 29, mewnosoder—

‘( ) Ond ni chaiff y landlord roi hysbysiad o dan is-adran (1) ar unrhyw adeg pan fydd y landlord yn cael ei rwystro rhag rhoi hysbysiad i ddeiliad y contract o dan adran 172 (hysbysiad y landlord i derfynu’r contract) gan adran 174 (torri’r gofynion rhoi gwybodaeth) neu adran 175 (torri gofynion sicrwydd neu flaendal).’.

**Lesley Griffiths** **27**

Section 126, page 54, line 29, leave out ‘The notice’ and insert ‘A notice under subsection (1)’.

Adran 126, tudalen 54, llinell 30, hepgorer ‘i’r hysbysiad’ a mewnosoder ‘i hysbysiad o dan is-adran (1)’.

**Lesley Griffiths** **28**

Section 144, page 62, line 27, leave out ‘treated’ and insert ‘read’.

Adran 144, tudalen 62, llinell 27, hepgorer ‘trin’ a mewnosoder ‘darllen’.

**Lesley Griffiths** **29**

Page 63, after line 19, insert a new section—

**[ ] Temporary exclusion: guidance**

In the exercise of its functions under section 145, a landlord must have regard to any guidance issued by the Welsh Ministers.’.

Tudalen 63, ar ôl llinell 19, mewnosoder adran newydd—

**[ ] Gwahardd dros dro: canllawiau**

Wrth arfer ei swyddogaethau o dan adran 145, rhaid i landlord roi sylw i unrhyw ganllawiau a ddyroddir gan Weinidogion Cymru.’.

**Lesley Griffiths** **30**

Section 160, page 70, line 33, after ‘landlord’, insert ‘(or in the case of joint landlords, any one of them)’.

Adran 160, tudalen 70, llinell 30, ar ôl ‘landlord’, mewnosoder ‘(neu yn achos cyd-landlordiaid, unrhyw un ohonynt)’.

**Lesley Griffiths**

**31**

Section 182, page 77, line 28, leave out ‘made with the landlord’.

Adran 182, tudalen 77, llinell 29, hepgorer ‘a wneir â’r landlord’.

**Lesley Griffiths**

**32**

Page 78, after line 6, insert a new section –

**[ ] Written statement may address periodic standard contract arising under section 182(2)**

- (1) A written statement of a fixed term standard contract may, as regards the periodic standard contract which may arise under section 182(2) (“the potential contract”), set out what the terms of that contract would be under section 182(3) to (5) by –
  - (a) identifying the terms of the fixed term standard contract that will not be terms of the potential contract, and setting out the terms that will apply only to the potential contract, or
  - (b) separately setting out all of the terms of the potential contract.
- (2) Where a written statement of a fixed term standard contract addresses the potential contract in accordance with subsection (1) –
  - (a) the written statement is not incorrect (see section 37) merely because it addresses the potential contract;
  - (b) the landlord is to be treated as having complied with the requirement in section 31(1) (provision of written statement) in relation to the potential contract, and
  - (c) the terms of the potential contract may not be enforced against the contract-holder before the occupation date of that contract (and accordingly, section 42 does not apply).’.

Tudalen 78, ar ôl llinell 6, mewnosoder adran newydd –

**[ ] Caniatáu i ddatganiad ysgrifenedig ymdrin â chontract safonol cyfnodol sy’n codi o dan adran 182(2)**

- (1) Caiff datganiad ysgrifenedig o gontract safonol cyfnod penodol, o ran y contract safonol cyfnodol a allai godi o dan adran 182(2) (“y contract posibl”), nodi beth fyddai telerau’r contract hwnnw o dan adran 182(3) i (5) drwy –
  - (a) pennu telerau’r contract safonol cyfnod penodol na fyddant yn delerau’r contract posibl, a nodi’r telerau a fydd yn gymwys i’r contract posibl yn unig, neu
  - (b) nodi holl delerau’r contract posibl ar wahân.
- (2) Pan fo datganiad ysgrifenedig o gontract safonol cyfnod penodol yn ymdrin â’r contract posibl yn unol ag is-adran (1) –
  - (a) nid yw’r datganiad ysgrifenedig yn anghywir (gweler adran 37) ond am ei fod yn ymdrin â’r contract posibl;
  - (b) mae’r landlord i’w drin fel pe bai wedi cydymffurfio â’r gofyniad yn adran 31(1) (darparu datganiad ysgrifenedig) mewn perthynas â’r contract posibl, ac
  - (c) ni chaniateir gorfodi telerau’r contract posibl yn erbyn deiliad y contract cyn



dyddiad meddiannu'r contract hwnnw (ac, o ganlyniad, nid yw adran 42 yn gymwys).'

**Lesley Griffiths** 33

Section 200, page 84, line 7, leave out 'comply with the requirements in' and insert 'act in accordance with'.

Adran 200, tudalen 84, llinell 7, hepgorer 'chydymffurfio â'r gofynion ym mha' a mewnosoder 'gweithredu yn unol â pha'.

**Lesley Griffiths** 34

Section 200, page 84, after line 8, insert –

'() section 126 (variation of periodic standard contract by landlord's notice);'

Adran 200, tudalen 84, ar ôl llinell 8, mewnosoder –

'() adran 126 (amrywio contract safonol cyfnodol drwy hysbysiad y landlord);'

**Lesley Griffiths** 35

Section 229, page 98, after line 6, insert –

'() If the tenancy or licence is an occupation contract, the occupation date of the contract is the day on which the relevant person reaches the age of 16.'

Adran 229, tudalen 98, ar ôl llinell 6, mewnosoder –

'() Os yw'r denantiaeth neu'r drwydded yn gontract meddiannaeth, dyddiad meddiannu'r contract yw'r diwrnod y mae'r person perthnasol yn cyrraedd 16 oed.'

**Lesley Griffiths** 36

Section 235, page 101, line 21, after 'entitled', insert '(whether alone or jointly)'.

Adran 235, tudalen 101, llinell 23, ar ôl 'hawl', mewnosoder '(boed ar ei ben ei hun neu ar y cyd)'.

**Lesley Griffiths** 37

Section 235, page 101, line 34, leave out 'is to be treated as entitling' and insert 'entitles'.

Adran 235, tudalen 101, llinell 37, hepgorer 'i'w thrin fel pe bai'n' a mewnosoder 'yn'.

**Lesley Griffiths** 38

Schedule 4, page 138, line 35, leave out 'becomes' and insert 'ends and is replaced with'.

Atodlen 4, tudalen 138, llinell 35, hepgorer 'yn' yn y trydydd lle y mae'n ymddangos a mewnosoder 'i ben ac yn cael ei ddisodli gan'.

WITHDRAWN/TYNNWYD YN ÔL

**Lesley Griffiths**

39

Schedule 4, page 139, after line 9, insert –

- ‘(5) The requirement in section 39(1) (landlord must give contract-holder a contact address at start of contract) does not apply.’.

Atodlen 4, tudalen 139, ar ôl llinell 8, mewnosoder –

- ‘(5) Nid yw’r gofyniad yn adran 39(1) (rhaid i’r landlord roi cyfeiriad cyswllt i ddeiliad y contract ar ddechrau’r contract) yn gymwys.’.

**Lesley Griffiths**

40

Schedule 5, page 142, after line 32, insert –

- ‘( ) an occupation contract is replaced with another occupation contract under –
- (i) section 12(3) (standard contract is replaced with secure contract on adoption by community landlord),
  - (ii) section 16(1) (end of introductory standard contract),
  - (iii) an order under section 116 (court order imposing prohibited conduct standard contract), or
  - (iv) section 117(1) (end of prohibited conduct standard contract), or’.

Atodlen 5, tudalen 142, ar ôl llinell 33, mewnosoder –

- ‘( ) os disodlir contract meddiannaeth gan gontract meddiannaeth arall o dan –
- (i) adran 12(3) (contract safonol yn cael ei ddisodli gan gontract diogel pan fo landlord cymunedol yn ei fabwysiadu),
  - (ii) adran 16(1) (diwedd contract safonol rhagarweiniol),
  - (iii) gorchymyn o dan adran 116 (gorchymyn llys sy’n arddodi contract safonol ymddygiad gwaharddedig), neu
  - (iv) adran 117(1) (diwedd contract safonol ymddygiad gwaharddedig), neu’.

**Lesley Griffiths**

41

Schedule 7, page 148, line 28, leave out ‘made with the landlord’.

Atodlen 7, tudalen 148, llinell 28, hepgorer ‘a wneir â’r landlord’.

**Lesley Griffiths**

42

Schedule 7, page 152, line 26, leave out ‘becomes’ and insert ‘ends and is replaced with’.

Atodlen 7, tudalen 152, llinell 27, hepgorer ‘yn’ a mewnosoder ‘i ben ac yn cael ei ddisodli gan’.

**Lesley Griffiths**

43

Schedule 7, page 153, after line 2, insert –

'(5) The requirement in section 39(1) (landlord must give contract-holder a contact address at start of contract) does not apply.'

Atodlen 7, tudalen 153, ar ôl llinell 2, mewnosoder –

'(5) Nid yw'r gofyniad yn adran 39(1) (rhaid i'r landlord roi cyfeiriad cyswllt i ddeiliad y contract ar ddechrau'r contract) yn gymwys.'